



Adventist Health System v. Blue Cross and Blue Shield of Florida, 934 So. 2d 602 (Fla. App. 2006)

Topics Covered: Emergency Services, Managed Care Payments and Payment Issues (for Physicians)

Outcome: Very Favorable

Issue

The issue in this case was whether Florida's Emergency Services Statute (ESS) could be enforced by a non-government entity.

AMA Interest

The AMA supports prompt and fair payment for physicians' services.

Case Summary

The ESS provides that if emergency medical services are provided to an HMO subscriber, the HMO is to pay for those services at the market rate. Adventist Health System, which owned a chain of hospitals in Florida, sued Blue Cross and Blue Shield of Florida (Florida Blue) under the ESS, claiming it had been underpaid for emergency services. The trial court ruled in favor of Florida Blue, without considering whether Florida Blue had violated the ESS payment requirements. It held that the ESS cannot be a basis for a lawsuit by a non-government entity, and that, even if it could, Adventist had not exhausted the administrative review process. Adventist appealed.

The District Court of Appeal reversed the trial court, finding that the ESS implied a private right of action. It further held that Adventist was not required to exhaust its administrative remedies.

Litigation Center Involvement

The Litigation Center filed an amicus curiae brief to support Adventist's interpretation of the ESS -- in Court of Appeals in the Fifth District Brief favor of an implied private right of action.

Court of Appeals in the Fifth District brief